Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

# Filing at a Glance

Company: Columbia National Insurance Company

Product Name: Businessowners SERFF Tr Num: CLBA-125468296 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: EFT \$50

Non-Liability

Sub-TOI: 05.0002 Businessowners Co Tr Num: CNI-BOP-08-F01 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Authors: Dennis McVay, Christina Disposition Date: 02/14/2008

Walker, DeeDee Williams

Date Submitted: 02/04/2008 Disposition Status: Approved

Effective Date Requested (New): 05/01/2008 Effective Date (New): 05/01/2008

Effective Date Requested (Renewal): Effective Date (Renewal):

05/01/2008

State Filing Description:

#### **General Information**

Project Name: BO-550 (5-08) Businessowners Premier Endorsement Status of Filing in Domicile: Pending

(Mini-Warehouse)

Project Number: CNI-BOP-08-F01 Domicile Status Comments:
Reference Organization: N/A
Reference Title: N/A
Advisory Org. Circular: N/A

Filing Status Changed: 02/14/2008

State Status Changed: 02/14/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing a new company form, BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse), which we propose to use in our Businessowners Policy Program. This form is of our own design and does not replace any previously filed form.

SERFF Tracking Number: CLBA-125468296 State: Arkansas
Filing Company: Columbia National Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

# **Company and Contact**

#### **Filing Contact Information**

DeeDee Williams, Asst. Analyst dwilliams@colinsgrp.com 2102 White Gate Drive (573) 474-6193 [Phone] Columbia, MO 65205 (800) 836-5713[FAX]

**Filing Company Information** 

Columbia National Insurance Company CoCode: 19640 State of Domicile: Nebraska

2102 White Gate Drive Group Code: 807 Company Type: Stock

P O Box 618

Columbia, MO 65205 Group Name: Columbia Insurance State ID Number: 03

Group

(573) 474-6193 ext. [Phone] FEIN Number: 47-0685688

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## **Filing Fees**

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Columbia National Insurance Company \$50.00 02/04/2008 17803144

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/14/2008	02/14/2008

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

# **Disposition**

Disposition Date: 02/14/2008

Effective Date (New): 05/01/2008 Effective Date (Renewal): 05/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CLBA-125468296 State: Arkansas
Filing Company: Columbia National Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

Item Type Item Name Item Status Public Access

Yes

Supporting Document Uniform Transmittal Document-Property & Approved

Casualty

Form Businessowners Premier Endorsement Approved Yes

(Mini-Warehouse)

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

### Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	<b>Action Specific</b>	Readability	Attachment
Status			Date		Data		
Approved	Businessowners	BO-550	5-08	Endorseme New		0.00	BO-550
	Premier			nt/Amendm			Businessow
	Endorsement			ent/Conditi			ners Premier
	(Mini-Warehouse	e)		ons			Endorsemen
							t (Mini-
							Warehouse).
							pdf

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BUSINESSOWNERS PREMIER ENDORSEMENT (MINI-WAREHOUSE)

This endorsement modifies insurance provided under the following:

#### **BUSINESSOWNERS COVERAGE FORM**

The following is revised under **SECTION I – PROPERTY**, **A. Coverage**, **1. Covered Property**:

- **a.(6)(b)** Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- **b.** Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

#### The following are added to **SECTION I – PROPERTY, A. Coverage, 4. Limitations**:

- **d.** For loss or damage from water that backs up or overflows from a sewer, drain or sump, the most we will pay is \$10,000 per occurrence. We will not pay for this loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance.
- e. For loss or damage due to failure of power or other utility service supplied to the described premises, however caused, which occurs away from the described premises, the most we will pay under **A.5.f. Business Income** is the actual loss of business income you sustain for no more than 30 days after the loss occurs. This limitation is not subject to the terms of the Power Failure Exclusion, to the extent that such Exclusion would conflict with the provisions of this Limitation.

The following is revised under **SECTION I – PROPERTY**, **A.** Coverage, **5.** Additional Coverages, a. **Debris Removal**:

(4) The first paragraph is replaced with:

We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

The last paragraph is replaced with:

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples – is deleted

The last paragraph under SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, h. Pollutant Clean Up And Removal is replaced with:

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each 12 month period of this policy.

The following paragraph is replaced under **SECTION I – PROPERTY**, **A. Coverage**, **5. Additional Coverages**, **k. Forgery or Alteration**:

(4) The most we will pay for any loss including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

The following paragraph is replaced under **SECTION I – PROPERTY**, **A. Coverage**, **5. Additional Coverages**, **1. Increased Cost of Construction**:

(6) We will pay under this Additional Coverage for each described building insured under this **SECTION I – PROPERTY**, is \$10,000. This amount payable is additional insurance.

In addition, you may also apply up to \$50,000 of the policy limit to loss or damage covered by this Additional Coverage.

The following paragraph is replaced under **SECTION I – PROPERTY**, **A. Coverage**, **5. Additional Coverages**, **o. Fire Extinguisher Systems Recharge Expense**:

(3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$20,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

The following paragraph is replaced under **SECTION I – PROPERTY**, **A. Coverage**, **5. Additional Coverages**, **p. Electronic Data**:

(3) The most we will pay for any loss including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

The following is revised under **SECTION I – PROPERTY**, **A. Coverage**, **6. Coverage Extensions**, **b. Personal Property Off Premises**:

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$20,000.

The last paragraph under SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

The last paragraph under SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises.

# The following is revised under **SECTION I – PROPERTY**, **A. Coverage**, **6. Coverage Extensions**, **e. Valuable Papers And Records**:

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$10,000.

# The following is revised under **SECTION I – PROPERTY**, **A. Coverage**, **6. Coverage Extensions**, **f. Accounts Receivable**:

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$10,000.

### The following are added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions**:

#### g. Food Contamination Business Interruption

You may extend insurance provided by this Coverage Form to cover actual loss of business income if direct action by a Civil Authority prohibits access to the described premises due to food contamination. For purposes of this extension only, the closing of your business due to food contamination will be considered a Covered Cause of Loss and will provide coverage as described in **A.5.f. Business Income** for actual loss of business income you sustain, however, for no more than 30 days after the Civil Authority order is issued.

#### h. Lock Replacement

You may extend insurance provided by this Coverage Form to cover necessary expenses incurred to repair or replace exterior or interior door locks of a covered building:

- (1) If your door keys are stolen in a covered theft loss; or
- (2) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$500 for any one occurrence.

#### i. Reward Reimbursement

You may extend insurance provided by this Coverage Form to provide a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a Covered Cause of Loss. The most we will pay for loss under this extension is \$5,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage extension.

#### j. Customer Goods Legal Liability

We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "property damages" to which this insurance applies caused by an "occurrence" to customer's" property (or the property of others for which such "customer" is liable) only while at the insured premises. This insurance applies only to "property damage" that occurs during the policy period.

This insurance does not apply to liability:

- 1. Assumed by you under any contract or agreement;
- 2. Arising out of misappropriation, secretion, conversion, infidelity or any dishonest or criminal act on your part or that of other party of interest, your or their employees or agents, or person or persons to whom you may entrust such property.
- 3. Arising out of the removal, sale, disposal or destruction of the property of your "customer's" property by you or other interest, your or their employees or agents, or any person or persons to whom you may entrust such property.

The most we will pay for loss or damage in any one occurrence is \$25,000. This is regardless of the number of "customers" or self-storage spaces involved in the loss.

The following additional definition is added to this coverage:

"Customer" means a tenant, lessee or any person or organization leasing, renting or otherwise occupying self-storage space(s) at the "insured premises".

#### k. Sale and Disposal Liability

We will pay those sums that the "insured" becomes legally obligated to pay as damages for your acts or omissions arising from "lock-out" or sale, removal or disposition of "customers" property as a result of "sale and disposal operations". This insurance applies to acts or omissions, which occur during the policy period.

This insurance does not apply to liability:

- 1. Assumed by you under any contract or agreement;
- 2. Arising out of misappropriation, secretion, conversion, infidelity or any dishonest or criminal act on your part or that of other party of interest, your or their employees or agents, or persons to whom you may entrust such property.

The most we will pay for loss or damage in any one occurrence is \$10,000 annual aggregate. This is regardless of the number of "customers" or self-storage spaces involved in the loss.

The following additional definition is added to this coverage:

"Customer" means a tenant, lessee or any person or organization leasing, renting or otherwise occupying self-storage space(s) at the "insured premises".

"Lock-out" means depriving the "customer" access to his property or the occupancy of this space.

"Sale or Disposal Operations" means activities and procedures which you conduct in your self service storage business to reclaim rented space in self storage units at the insured premises for which rental or other charges are delinquent and unpaid.

The following paragraph in **SECTION I – PROPERTY, B. Exclusions, 1.g. Water** is deleted:

(3) Water that backs up or overflows from a sewer, drain or sump; or

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#### **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: CNI-BOP-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Businessowners

Project Name/Number: BO-550 (5-08) Businessowners Premier Endorsement (Mini-Warehouse)/CNI-BOP-08-F01

# **Supporting Document Schedules**

**Review Status:** 

Bypassed -Name: Uniform Transmittal Document- Approved 02/14/2008

**Property & Casualty** 

Bypass Reason: Please see Form Schedule.

Comments: